



REPORT TO CITY COUNCIL

DATE: DECEMBER 11, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER 

SUBJECT: REQUEST FOR APPROVAL OF ROADSIDE DRIVE BRIDGE WIDENING UTILITY AGREEMENT WITH THE LAS VIRGENES MUNICIPAL WATER DISTRICT

As part of the Roadside Bridge Widening Project various utilities surrounding the project area will need to be relocated. Staff has been working with all the affected utilities, including the Las Virgenes Municipal Water District (LVMWD), in regards to this matter. Currently, LVMWD owns and maintains a 10-inch water main line, water meter, and fire hydrant that will need to be relocated in order to construct the improvements.

As with all projects in which the California Department of Transportation (Caltrans) provides funding oversight, a notice to proceed must be received before each phase of work can begin. In order to receive utility certification approval, Caltrans requires the execution of a standard Utility Agreement between the City and LVMWD.

On November 19, 2019, the LVMWD Board of Directors (Board) approved the Utility Agreement and appropriated the necessary funds to cover the cost of the relocations. In addition, the Board agreed to allow the City's future contractor to perform the work in order to prevent delays to the project.

The agreement states LVMWD shall pay an estimated total of \$80,000 for this work prior to the start of construction. Furthermore, inspections of the water facilities shall be conducted by LVMWD staff at no cost to the City.

The proposed agreement has been reviewed and approved as to form by the City Attorney.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the Roadside Drive Bridge Widening Utility Agreement with the Las Virgenes Water District; and

2. Authorize the City Manager, or his designee, to execute the Utility Agreement on behalf of the City of Agoura Hills.

Attachment: Utility Agreement



"Gateway to the Santa Monica Mountains National Recreation Area"

ROADSIDE DRIVE BRIDGE WIDENING UTILITY AGREEMENT

County	Route	P.M.	Project #
Los Angeles	Roadside Drive	LA 34.83	Road/Bridge
Fed. Aid. No. 5435 (017)			

UTILITY AGREEMENT NO. 5435_017_LVMWD_1_REV1

The City of Agoura Hills, hereinafter called "LOCAL AGENCY" proposes to **widen and improve approximately 600 LF of the southerly portion of the roadway, inclusive of 277 LF of bridge widening and associated utility relocations** for Roadside Drive, in Agoura Hills, Los Angeles County, California.

And: **Las Virgenes Municipal Water District**, hereinafter called "OWNER," owns and maintains water distribution lines and appurtenant facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. 1 dated September 8, 2017, LOCAL AGENCY shall relocate OWNER's **10" Class 200 steel pipeline, water meter, and fire hydrant** as shown on Sheets 10, 18, 19 and 27 of the LOCAL AGENCY's contract plans for the improvement of **Roadside Drive (Bridge Widening)**, which by this reference are made a part hereof.

OWNER hereby acknowledges review of LOCAL AGENCY's plans for work and agrees to the construction in the manner proposed.

Deviations from the plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities, and relinquishes to LOCAL AGENCY ownership of the replaced facilities except in the case of

liability determined pursuant to Water Code 7034 or 7035.

II. LIABILITY FOR WORK

The existing facilities described in Section I above will be relocated at 100% OWNER'S expense.

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by LOCAL AGENCY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-LOCAL AGENCY personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines."

IV. PAYMENT FOR WORK

The OWNER shall pay its share of the actual cost of said work included in the LOCAL AGENCY's highway construction contract within 90 days after receipt of LOCAL AGENCY's bill; compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the LOCAL AGENCY's highway contractor is \$80,000.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to LOCAL AGENCY, LOCAL AGENCY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to LOCAL AGENCY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse LOCAL AGENCY said deficient costs upon receipt of an itemized bill as set forth herein.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of September 8, 2017, to review, study relocation plans for the project associated with this Agreement, as well as time, fees and costs associated with the OWNER's inspections of its facilities during construction, shall be borne by the OWNER.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by LOCAL AGENCY, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California

Transportation Commission.

OWNER understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. LOCAL AGENCY hereby certifies that in the performance of this Agreement, for products where BA requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.

If, in connection with OWNER's performance of the Work hereunder, LOCAL AGENCY provides to OWNER any materials that are subject to the Buy America Rule, LOCAL AGENCY acknowledges and agrees that LOCAL AGENCY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

LOCAL AGENCY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by LOCAL AGENCY and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

LOCAL AGENCY

OWNER

By: _____
Greg Ramirez
City Manager

By: _____
David Pedersen, P.E.
General Manager

Date: _____

Date: _____

Distribution: 1) Owner, 2) Utility Coordinator, 3) DLAE –File, 4) District Utility Coordinator – File